


EXHIBIT 3

From: Alexander, Andrew <AAlexander@Calfee.com>
Sent: Wednesday, September 15, 2021 3:17 PM
To: Means, Miranda
Cc: Cipolla, John; McMullen, Dan; Ilardi, Chris T.; Pinter, Kimberly; Likens, Dustin; Hayden-TakeTwo; #Hayden-TakeTwo; Cavanagh, Matthew J.; Cendali, Dale M.; Simmons, Joshua L.
Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

 > This message is from an EXTERNAL SENDER - be cautious, particularly with links and attachments.

Miranda,
There's nothing improper about Mr. Hayden's offer. He's offering to make yet another concession on his preferred trial date to accommodate Defendants' counsel's schedule if it saves him the burden and expense of motion practice on an issue that does not warrant dispute. Can you please provide the terms of the proposal you're considering for adding these games to the case?
Regards,
Andy

Andrew W. Alexander

Attorney at Law

aalexander@calfee.com

216.622.8634 **Phone**

From: Means, Miranda <miranda.means@kirkland.com>
Sent: Wednesday, September 15, 2021 1:04 PM
To: Alexander, Andrew <AAlexander@Calfee.com>
Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Ilardi, Chris T. <chris.ilardi@kirkland.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J. <mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L. <joshua.simmons@kirkland.com>
Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Dear Andy,

We do not think that proposing a workable trial date to the Court should be tied to a stipulation regarding NBA 2K21 and NBA 2K22, as these are separate issues. It is improper for Plaintiff to make his agreement to one contingent on our agreement to the other. Still, in the interest of compromise, we have put together a proposal for adding those games to the case, which we are working on getting client sign-off on ASAP. In the meantime, given that the schedule is due today and we have team members going offline in the evening to observe Yom Kippur, we need to know as soon as possible whether Plaintiff will agree to the June 20, 2022 start date, or whether we are putting in a disputed schedule.

Further to my last email, I also wanted to note that another reason for our proposed date of June 20, 2022 is that the NBA season ends on June 19, 2022, so the June 20, 2022 date also accommodates that schedule, to the extent some players may be called as witnesses at trial.

Best regards,

Miranda

Miranda Means

She/Her/Hers

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From: Alexander, Andrew <AAlexander@Calfee.com>

Sent: Wednesday, September 15, 2021 10:48 AM

To: Means, Miranda <miranda.means@kirkland.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Ilardi, Chris T. <chris.ilardi@kirkland.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J. <mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L. <joshua.simmons@kirkland.com>

Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Miranda,

Mr. Hayden wants to resolve this case as efficiently as possible, and we think a six month gap from summary judgment briefing to trial is too long and prejudices Mr. Hayden. We understand that Defendants' counsel may have heavy workloads and social obligations throughout the year—as do we—but it is unreasonable to delay until all counsel have free and clear schedules to do both prep and trial. That said, we are willing to accommodate Defendants' counsel's schedule in an effort to avoid burdening the Court with this dispute if Defendants can agree to stipulate to include NBA 2K21 and NBA 2K22 as accused games in this case, also in an effort to avoid burdening the Court with that dispute.

Regards,

Andy

Andrew W. Alexander

Attorney at Law

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From: Means, Miranda <miranda.means@kirkland.com>

Sent: Tuesday, September 14, 2021 6:37 PM

To: Alexander, Andrew <AAlexander@Calfee.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Ilardi, Chris T. <chris.ilardi@kirkland.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J. <mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L. <joshua.simmons@kirkland.com>

Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Dear Andy,

Is your team available on June 20, 2022? If so, we do not understand why the parties cannot agree on that date and avoid burdening the Court with this issue. If your team is available but unwilling to agree to that date, please explain your basis for doing so, including how you contend that your client would be prejudiced by the additional month and half from May 2, 2022.

Just so that you have a better understanding of our schedule, among other things, our team has hearings that were recently rescheduled for April 2022, including a confidential arbitration stretching over several non-consecutive weeks and a PTAB hearing, precluding trial the weeks of April 6, April 11, April 18, and April 25. These will require significant prep in the last couple weeks of March and early April. We also are expecting significant post-trial briefing in the arbitration in May. We also have conflicts the weeks of March 1, March 7, and March 14. May is unworkable for a number of reasons, including because one of our experts will be out of the country, another one of our experts has a number of end-of-school-year obligations, and our lead counsel has significant family obligations that month, including two separate graduations for each of her twin daughters, one of which includes a drive to Missouri for graduation, packing up her daughter's apartment, and driving home along with a small related family vacation en route.

We would appreciate your letting us know whether Plaintiff has any conflicts with June 20. If not, we think the parties should propose that date. If you do have conflicts, let us know, and let's see if we can find something that's reasonable for everyone.

Best regards,

Miranda

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She/Her/Hers

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From: Alexander, Andrew <AAlexander@Calfee.com>

Sent: Tuesday, September 14, 2021 12:04 PM

To: Means, Miranda <miranda.means@kirkland.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Ilardi, Chris T.

<chris.ilardi@kirkland.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-

TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J.

<mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L.

<joshua.simmons@kirkland.com>

Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Miranda,

Please let us know what matters are precluding your team from scheduling trial in this case any earlier than June 20, 2022.

Regards,

Andy

Andrew W. Alexander

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From: Means, Miranda <miranda.means@kirkland.com>

Sent: Monday, September 13, 2021 7:05 PM

To: Alexander, Andrew <AAlexander@Calfee.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Ilardi, Chris T.

<chris.ilardi@kirkland.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-

TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J.

<mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L.

<joshua.simmons@kirkland.com>

Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Dear Andy,

While we appreciate your offer to compromise, May 2, 2022 unfortunately does not work for our team, as we have another matter in arbitration that creates a conflict. Right now, it does not look like we can do earlier than June 20, 2022, in part because our team has had several trials that were supposed to occur this fall get pushed off to the winter and early spring. If June 20, 2022 does not work, we would be happy to consider some alternative dates after that if you can provide them.

Best regards,

Miranda

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From: Alexander, Andrew <AAlexander@Calfee.com>

Sent: Monday, September 13, 2021 3:54 PM

To: Means, Miranda <miranda.means@kirkland.com>; Ilardi, Chris T. <chris.ilardi@kirkland.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J. <mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L. <joshua.simmons@kirkland.com>

Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Miranda,

We are okay consolidating the summary judgment and Daubert briefing and building in some time for pre-trial filings. That said, six months between summary judgment briefing and trial is too long and is prejudicial to Mr. Hayden, who would like to efficiently resolve this case now that discovery is completed. In the spirit of compromise, can Defendants agree to a May 2, 2022 trial date? See Mr. Hayden's proposed revisions in the attached proposal.

Regards,

Andy

Andrew W. Alexander

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From: Means, Miranda <miranda.means@kirkland.com>

Sent: Friday, September 10, 2021 5:10 PM

To: Alexander, Andrew <AAlexander@Calfee.com>; Ilardi, Chris T. <chris.ilardi@kirkland.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J. <mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L. <joshua.simmons@kirkland.com>

Subject: RE: Hayden v. 2K Games--Joint Proposed Schedule

Dear Andy,

We have reviewed your proposal and provided some revisions in redline. We also want to build in some time for the pre-trial filings and the pre-trial conference, as what Judge Boyko requires appears to be quite extensive. In terms of a trial date, your proposal does not work for our team, as we have trials that conflict. We, however, could do June 20, 2022 if that works on your side.

Best regards,

Miranda

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She/Her/Hers

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From: Alexander, Andrew <AAlexander@Calfee.com>

Sent: Friday, September 10, 2021 3:17 PM

To: Ilardi, Chris T. <chris.ilardi@kirkland.com>

Cc: Cipolla, John <JCipolla@Calfee.com>; McMullen, Dan <dmcmullen@calfee.com>; Pinter, Kimberly <kpinter@calfee.com>; Likens, Dustin <DLikens@Calfee.com>; Hayden-TakeTwo <Hayden-TakeTwo@Calfee.com>; #Hayden-TakeTwo <HaydenTakeTwo@kirkland.com>; Cavanagh, Matthew J. <mcavanagh@mcdonaldhopkins.com>; Cendali, Dale M. <dale.cendali@kirkland.com>; Simmons, Joshua L. <joshua.simmons@kirkland.com>; Means, Miranda <miranda.means@kirkland.com>

Subject: Hayden v. 2K Games--Joint Proposed Schedule

Chris,
In light of the Court's September 7 Order requesting the Parties to submit a joint proposed schedule going forward, we've attached Plaintiff's proposal for your review. Please let us know if Defendants agree to this.
Regards
Andy

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